

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**ENTERED**

May 24, 2023

Nathan Ochsner, Clerk

In re:	§	
	§	Case No. 22-60043
FREE SPEECH SYSTEMS, LLC.,	§	Chapter 11 (Subchapter V)
	§	
Debtor.	§	

TWELFTH INTERIM ORDER AUTHORIZING DEBTOR'S USE OF CASH COLLATERAL AND PROVIDING PARTIAL ADEQUATE PROTECTION

On July 29, 2022, the above-captioned debtor and debtor-in-possession (the “Debtor” or “FSS”) in the above-captioned chapter 11 case (the “Case”), filed its *Emergency Motion for an Interim and Final Order (I) Authorizing the Use of Cash Collateral Pursuant to sections 105, 361, and 363 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 4001(b) and (II) Granting Adequate Protection to the Pre-Petition Secured Lender* (the “Motion”). In the Motion, the Debtor requested, *inter alia*, entry of an interim order pursuant to Sections 105, 361, and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”), and in accordance with Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the Debtor’s use of Cash Collateral (as hereinafter defined), as set forth herein. The Court held an interim hearing on the Motion on August 3, 2022 (the “Interim Hearing”) and entered an order approving the interim use of cash collateral. (the “First Interim Order”). The Court has subsequently conducted periodic hearings extending authority to use cash collateral on an interim basis. This order is the Twelfth interim order (“Twelfth Interim Order”), negotiated between the Debtor, PQPR and certain tort claimants pursuing litigation against the Debtor and others in Texas and Connecticut (the “Tort Plaintiffs”). The Debtor and the Tort Plaintiffs reserve all rights relating to a final hearing on the use of cash collateral. The findings contained in the First Interim Order are incorporated by reference.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Interim Use. The Court approves the interim use of cash collateral as set forth herein.

2. Interim Order. This Order shall be considered an interim cash collateral order and shall be binding upon all parties and upon all subsequently appointed court officers, including any trustee appointed in the Case under Chapter 7 or Chapter 11 of the Bankruptcy Code.

3. DIP Account. The Debtor shall maintain debtor in possession (“DIP”) accounts at Axos Bank which accounts shall contain all operating revenues and any other source of cash constituting Cash Collateral, which is (or has been) generated by and is attributable to the Debtor’s business (the “DIP Account”). All cash generated by the Debtor or from the Debtor’s business or assets, including any cash held in any of the Debtor’s pre-petition bank accounts, shall be immediately transferred by the Debtor to the DIP Account. The Debtor shall be prohibited from withdrawing or using Cash Collateral funds from the DIP Account except as provided for in the Budget, this Order, or pursuant to further order of the Court.

4. Terms of Cash Collateral Use. The Debtor is hereby authorized to use Cash Collateral during the period covered by this Twelfth Interim Order (the “Interim Period”) to pay the items set forth in the revised Budget attached to this Order as Exhibit A, and up to the respective aggregate amount of disbursements set forth in the Budget for any week during the Interim Period, subject to the Permitted Variance (as hereinafter defined). The Permitted Variance shall be defined as 10% per line item and 20% of the overall Budget. The Debtor shall not use, sell, or expend, directly or indirectly, the Cash Collateral except pursuant to the Budget and upon the terms and conditions set forth in this Order.

5. No Payments to Insiders. Other than as provided for in the Budget, the Debtor shall not make any payment to or for the benefit of any insider of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code. Other than as provided for in the Budget, no payments to any insider during the Interim Period shall exceed \$10,000.

6. Further Authorization. The Debtor is hereby authorized to enter into all agreements pursuant to the terms of this Order necessary to allow the Debtor to use Cash Collateral subject to the terms of this Order in the amounts and for the expenses set forth on the Budget. The Debtor is authorized to collect and receive all accounts receivable and other operating revenues and immediately deposit same in the DIP Account.

7. Taxes. Nothing in this Order shall be construed to grant PQPR (the “Pre-Petition Lender”) liens which are senior to pre- and post-petition statutory ad valorem real property tax liens. The Debtor shall remain current in all post-petition tax payments and reporting obligations, including, but not limited to, all ad valorem real property taxes and federal trust fund taxes.

8. Adequate Protection – Replacement Liens. The adequate protection and related carve out set forth in the First Second Third and Fourth Interim Orders are incorporated in the Twelfth Interim Order.

9. Adequate Protection Payment. The Debtor will reserve the sum of \$5,000 per week during the Interim Period for adequate protection to PQPR, but shall not pay the reserved amount to PQPR unless authorized by further orders of this Court. Nothing herein shall constitute an admission that PQPR is or is not entitled to receive any adequate protection payment on account of its claims. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including but not limited to the Debtor, any creditor, or PQPR to challenge or assert PQPR’s entitlement to receive an adequate protection payment.

10. Subsequent Modification of Order. If any or all of the provisions of this Order are hereafter modified, vacated or stayed, such modification, vacation or stay shall not affect the validity of any obligation, indebtedness or liability incurred by the Debtor from the Petition Date through the effective date of such modification, vacation or stay, or the validity or enforceability of any security interest, lien or priority authorized or created by this Order.

11. Credit Card Processing. The Debtor is authorized to remit fulfillment costs as provided in the Fulfillment Agreement previously approved by this Court’s *Order Granting Emergency Motion for Entry of Order Authorizing Debtor to Enter into Fulfillment Agreement* [Dkt. No. 286] from the daily settlement contemporaneously with the distributions to FSS and PQPR. Proceeds received by FSS for sales of PQPR inventory shall be held by FSS in trust pending distribution to PQPR by FSS.


12. Reporting. The Debtor shall report each Thursday for the preceding calendar week reflecting weekly sales and disbursement of the proceeds of those sales. A copy of the report shall be forwarded to the

U.S. Trustee, the Subchapter V Trustee, counsel for PQPR and Jarrod Martin as a representative of the Tort Plaintiffs.

13. Reservation of Rights. Nothing herein shall constitute a finding or ruling by this Court that any alleged and disputed lien or alleged and disputed security interest held by the alleged Pre-Petition Lender in respect of the purported PQPR Notes (as defined in the Motion) is valid, senior, enforceable, prior, perfected, or nonavoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including but not limited to the Debtor, any official committee appointed in the Chapter 11 Case or any other creditor, to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged and disputed lien or alleged and disputed security interest held by the alleged Pre-Petition Lender in respect of the purported PQPR Notes.

14. Final Cash Collateral Hearing: A further interim hearing on the Motion shall be held before this Court on June 29, 2023, at 11:00 a.m. Central time.

Signed: May 24, 2023



Christopher Lopez
United States Bankruptcy Judge

Week Number	CURRENT 4 WEEK BUDGET				Total	NOTES
	6/01/2023-6/4/2023 22	6/5/2023-6/19/2023 23	6/19/2023-6/25/2023 24	6/26/2023-6/30/2023 25		
Income						
Income Sales (Net of 7.0% Merchant Fee)	\$ 201,291.43	\$ 352,260.00	\$ 352,260.00	\$ 352,260.00	\$ 1,509,695.71	Net of 7.0% CC Merchant Fees. Includes Shipping and Sales Tax, excludes any POPPR / Papirum related sales
New Product Initiative	62,838.86	109,969.00	109,969.00	109,969.00	471,291.43	Drop Ship Vendor for Meals Ready to Eat, gross sales
Point of Sales Revenue	18,517.14	32,405.00	32,405.00	32,405.00	138,878.57	Fulfillment Vendor Product Sales
Platinum / POPPR Commission	36,131.43	63,230.00	63,230.00	63,230.00	270,985.71	Net of 50% payment to POPPR
Donations	2,000.00	3,500.00	3,500.00	3,500.00	15,000.00	
Total Income	320,778.86	561,363.00	561,363.00	561,363.00	2,405,841.43	
Selling & Product Costs						
Inventory Purchases	(250,000.00)	-	(250,000.00)	-	(500,000.00)	New Product acquisition (coffee & CBD)
New Product Initiative	(43,987.20)	(76,977.60)	(76,977.60)	(76,977.60)	(329,904.00)	Payments to Meal Ready to Eat Vendor
Point of Sale Product Cost	(7,406.86)	(12,962.00)	(12,962.00)	(12,962.00)	(59,351.43)	Fulfillment Vendor product costs
Fulfillment Services	(17,174.34)	(47,355.10)	(47,355.10)	(47,355.10)	(203,807.37)	Fulfillment Vendor shipping and handling costs
Texas Sales Tax (2.6% of Sales @ 6.25%)	(32,618.10)	(47,355.10)	(47,355.10)	(47,355.10)	(158,386.30)	
Total Cost of Goods Sold	(331,084.54)	(141,897.35)	(141,897.35)	(141,897.35)	(1,108,134.07)	
Operating Expenses						
Advertising & Promotion						
Print Media	(3,000.00)	-	(14,500.00)	-	(17,500.00)	Contract is in the process of being cancelled and will not appear going forward
Total Advertising & Promotion	(3,000.00)	-	(14,500.00)	-	(17,500.00)	
Computer/IT/ITP Expense						
Internet & TV Services	(2,500.00)	(1,750.00)	(2,000.00)	-	(8,750.00)	
Server Hosting / Cloud Service / Ecomm	(90,000.00)	(35,000.00)	(35,000.00)	-	(160,000.00)	
Phone Services	(15,000.00)	(15,000.00)	(15,000.00)	-	(60,000.00)	
Telecom Applications	(18,500.00)	(2,000.00)	(5,000.00)	-	(30,500.00)	
Image License, Software & Other	(10,000.00)	(10,000.00)	(10,000.00)	-	(40,000.00)	
Total Computer/IT/ITP Expense	(251,000.00)	(43,750.00)	(57,000.00)	(10,000.00)	(389,250.00)	
Office & Administrative Expense						
Bank Fees & Service Charges	(200.00)	(200.00)	(200.00)	-	(800.00)	
Insurance	(7,500.00)	-	-	-	(7,500.00)	Liability and property, FSS doesn't have current Workers Comp policy
Rent	(32,000.00)	-	-	-	(32,000.00)	
Utilities	(3,100.00)	(800.00)	-	-	(3,900.00)	
Janitorial	(3,500.00)	-	-	-	(3,500.00)	
Office Security	(7,350.00)	(7,350.00)	(7,350.00)	-	(29,550.00)	
Repair & Maintenance	(1,000.00)	(3,000.00)	(3,000.00)	-	(7,000.00)	
Supplies	(2,000.00)	(1,000.00)	(1,000.00)	(250.00)	(4,250.00)	
Business Meals	(400.00)	(400.00)	(400.00)	(400.00)	(1,600.00)	Includes Konica Minolta copier lease
Total Office & Administrative Expense	(75,050.00)	(9,750.00)	(14,950.00)	(8,950.00)	(112,250.00)	
Personnel Expenses						
Salaries & Wages & Benefits	(149,500.00)	-	(149,500.00)	-	(448,500.00)	
Payroll Tax	(14,967.38)	-	(14,967.38)	-	(44,902.15)	
Contract Employees	(49,450.00)	-	(14,500.00)	-	(83,950.00)	
Consulting Services	(3,000.00)	(2,500.00)	(3,000.00)	-	(11,000.00)	HR and Bookkeeping Fees
Alex Jones Salary	(20,000.00)	(20,000.00)	(20,000.00)	(20,000.00)	(80,000.00)	Pending agreement and approval of employment contract
Alex Jones Salary Contingency	(37,992.31)	-	(37,992.31)	-	(75,984.62)	
Total Personnel Expenses	(274,509.69)	(2,500.00)	(239,559.69)	(2,500.00)	(744,129.08)	
Travel						
Mileage/Parking/Tolls	-	(100.00)	(100.00)	(50.00)	(350.00)	
Travel / Lodging	(15,000.00)	-	-	-	(15,000.00)	Trip to El Paso to cover Border Crisis, Airfare, Hotel, Meals, Rental Car
Vehicle Rental / Leases	-	(500.00)	-	-	(500.00)	
Total Travel Expenses	(15,000.00)	(600.00)	(100.00)	(50.00)	(16,350.00)	
Total Operating Expenses	(618,559.69)	(56,600.00)	(326,109.69)	(22,050.00)	(1,279,479.08)	
Non-Operating Expenses						
Adequate Protection Payment to SEC Bank	(2,500.00)	-	-	-	(2,500.00)	RV note to SEC Bank of Crawford
Total Other Expenses	(2,500.00)	-	-	-	(2,500.00)	
Professional Fees						
CHO Fees	-	-	-	(50,000.00)	(50,000.00)	
Trustee Fees	-	-	(35,000.00)	-	(35,000.00)	
Trustee Counsel	-	-	(25,000.00)	-	(25,000.00)	
Legal Fees - Reynal	-	-	(17,000.00)	-	(17,000.00)	
Legal Fees - Texas Appellate Counsel	-	-	(25,000.00)	-	(25,000.00)	
Legal Fees - Connecticut Appellate Counsel	-	-	(70,000.00)	-	(70,000.00)	Pending Court approval of agreement on expansion of engagement with Patis & Smith
MO Consulting	-	-	-	-	-	
Total Professional Fees	-	-	(205,000.00)	-	(205,000.00)	
Total Cash Flow	(631,365.38)	362,865.05	(156,644.64)	192,415.05	(239,271.73)	
Ending Cash	579,281.82	942,146.87	785,502.22	977,917.27	971,375.47	

EXHIBIT

A

United States Bankruptcy Court
Southern District of Texas

In re:
Free Speech Systems LLC
Official Committee of Unsecured Creditor
Debtors

Case No. 22-60043-cml
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: May 25, 2023

User: ADIuser
Form ID: pdf002

Page 1 of 2
Total Noticed: 19

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 27, 2023:

Recip ID	Recipient Name and Address
db	+ Free Speech Systems LLC, 3019 Alvin Devane Blvd. STE 300, Austin, TX 78741-7417
aty	Kyung Shik Lee, Shannon & Lee LLP, Pennzoil Place-Suite 1300, HOUSTON, TX 77027, UNITED STATES
aty	+ Richard A. Cochrane, Caldwell Cassidy Curry PC, 2121 N. Pearl St., Ste. 1200, Dallas, TX 75201-2494
aty	+ Shannon & Lee LLP, 700 Milam Street, STE 1300, Houston, TX 77002-2736
intp	+ Alex E Jones, c/o Jordan & Ortiz PC, 500 N Shoreline Blvd, Ste 900, Corpus Christi, TX 78401-0658
cr	+ David Wheeler, et al., c/o Cain & Skarnulis PLLC, 303 Colorado Street, Suite 2850, Austin, TX 78701-0137
cr	#+ Leonard Pozner, c/o McDowell Hetherington LLP, Attention: Avi Moshenberg, 1001 Fannin Street, Suite 2700 Houston, TX 77002-6774
cr	#+ Marcel Fontaine, c/o McDowell Hetherington LLP, Attention: Avi Moshenberg, 1001 Fannin, Suite 2700 Houston, TX 77002-6774
cr	#+ Neil Heslin, c/o McDowell Hetherington LLP, Attention: Avi Moshenberg, 1001 Fannin Street, Suite 2700 Houston, TX 77002-6774
crcm	+ Official Committee of Unsecured Creditors of Alexa, c/o Marty L. Brimmage, Jr., Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201-4675
cr	+ Reeves Law, PLLC, 702 Rio Grande St., Ste. 203, Austin, TX 78701-2720
cr	+ Richard M. Coan, c/o Cain & Skarnulis PLLC, 303 Colorado Street, Suite 2850, Austin, TX 78701-0137
cr	#+ Scarlett Lewis, c/o McDowell Hetherington LLP, Attention: Avi Moshenberg, 1001 Fannin Street, Suite 2700 Houston, TX 77002-6774
cr	+ Security Bank of Crawford, P.O. BOX 90, Crawford, Tx 76638-0090
cr	#+ Veronique De La Rosa, c/o McDowell Hetherington LLP, Attention: Avi Moshenberg, 1001 Fannin Street, Suite 2700 Houston, TX 77002-6774

TOTAL: 15

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/PDF: acg.acg.ebn@aisinfo.com	May 25 2023 20:32:51	Ally Bank, c/o AIS Portfolio Services, LLC, 4515 N Santa Fe Ave. Dept. APS, Oklahoma City, OK 73118-7901
cr	+ Email/Text: lemaster@slollp.com	May 25 2023 20:23:00	PQPR Holdings Limited, LLC, c/o Streusand Landon Ozburn & Lemmon LLP, attn: Stephen Lemmon, 1801 S. Mopac Expressway, Suite 320, Austin, TX 78746-9817
cr	^ MEBN	May 25 2023 20:21:17	Texas Comptroller of Public Accounts, Revenue Acco, Christopher J. Dylla, P.O. Box 12548, Austin, TX 78711-2548
cr	+ Email/Text: BKECF@traviscountytx.gov	May 25 2023 20:24:00	Travis County, c/o Jason A. Starks, P.O. Box 1748, Austin, TX 78767-1748

TOTAL: 4

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

District/off: 0541-4

User: ADIuser

Page 2 of 2

Date Rcvd: May 25, 2023

Form ID: pdf002

Total Noticed: 19

Recip ID	Bypass Reason	Name and Address
aty		Akin Gump Strauss Hauer & Feld LLP
cr		ADP TotalSource, Inc.
wit		Charles "Charlie" Cicack
intp		David Ross Jones
op		Marc Schwartz
op		Marc Schwartz
op		Schwartz Associates, LLC
op		Schwartz and Associates, LLC
intp		Shelby A Jordan
intp		Sweetwater Holdings Group, Inc.
op		W. Marc Schwartz

TOTAL: 11 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 27, 2023

Signature: /s/Gustava Winters